

WAR DEPARTMENT
Office of the Chief of Engineers
Construction Division
Real Estate Branch

Contract Sept No 29998

LICENSE FOR INSTALLATIONS UPON RIGHT OF WAY

THIS AGREEMENT, made this 4th day of October, 1944, by and between OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY: UNION PACIFIC RAILROAD COMPANY: NORTHERN PACIFIC RAILWAY COMPANY: GREAT NORTHERN RAILWAY COMPANY, corporations, and HENRY A. SCANDRETT, WALTER J. CUMMINGS and GEORGE I. HAIGHT, Trustees of the property of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, hereinafter called the "Licensors", and the UNITED STATES OF AMERICA, hereinafter called the "Government", WITNESSETH:

THAT, in consideration of the mutual covenants, promises, and agreements herein made, the Licensors so far as they lawfully may do so, hereby grant to the Government a license to construct, operate, maintain, renew, and remove a 48" reinforced concrete sewer across and beneath the right-of-way of the Licensors at the following location, viz:

In East Marginal Way, in Section 33, Township 24 North, Range 4 East, Willamette Meridian, at Railroad station 200 plus 48.09;

in the County of King, State of Washington, as shown on sketch marked "Exhibit A" hereto attached and by this reference made part hereof, for use in connection with a War Department establishment known as Boeing Field, provided the Government at its own expense shall obtain all authority and permission necessary therefor; provided further, said sewer shall be constructed not less than six (6) feet below base of rail of Licensors' track, and upon the following terms, provisions, and conditions:

- I. All installations placed upon said right-of-way by the Government shall be and remain the property of the Government and may be removed therefrom by the Government at any time.
- II. The construction, operation, maintenance, alteration, renewal, and removal of said installations shall be accomplished by the Government at its sole cost and expense and in such a manner as will at all times enable the Licensors to use the surface of the right-of-way. Any and all expense incurred by the Licensors directly or indirectly resulting from the construction, maintenance, operation, alteration, repair, renewal, use or removal of said sewer shall be borne and paid by the Government, including, among other things, any expense of providing temporary support for said tracks during the progress of any construction or other work on said sewer and the expense of supervision.

H-L

- III. In the event of any future alterations of the property of the Licensors or of the line or grade of the right-of-way necessitating changes in said installations, the Government will make such changes in its installations as may be necessary in connection with said alterations.
- IV. The Licensors shall not be liable for damages to property or injuries to persons arising from the construction, operation, maintenance, alteration, renewal, or removal of said installations by the Government.
- V. This agreement, with the rights and privileges herein granted, shall be subject to termination only by mutual agreement of the parties, or in the event the terms and conditions hereof are not fulfilled, or in the event the Government abandons the use of the premises for the purposes herein granted. In either of the latter two events, termination may be effected by either party hereto upon thirty (30) days' written notice to the other; and upon the expiration of said thirty (30) days after service of such notice, this agreement and the rights and privileges hereby granted, as well as the obligations hereby imposed upon the parties, shall cease and determine; provided, neither party shall be released from any debt, duty or obligation attaching or accruing at or prior to such termination.
- VI. The Government hereby covenants and agrees that, on or before the termination of this license, it will remove said installations and the appurtenances connected therewith from the premises of the Licensors and restore said premises to the condition existing at the time of entering upon the same under this license, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Government has no control excepted.
- VII. All expenditures to be made by the Government under the provisions of this agreement shall be subject to appropriations being available for the purposes.
- VIII. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this agreement or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company if the agreement be for the general benefit of such corporation or company.

IX. The Licensors warrant that they have not employed any person to solicit or secure this license upon any agreement for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to cancel the license, or, in its discretion, to deduct from the price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by Licensors upon licenses or sales accrued or made through bona fide established commercial or selling agencies maintained by the Licensors for the purpose of securing business.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be properly executed by their duly authorized representatives as of the day and year first above written.

Attest:

/c/ C. B. Matthai
Assistant Secretary

OREGON-WASHINGTON RAILROAD &
NAVIGATION COMPANY
UNION PACIFIC RAILROAD COMPANY

BY /s/ G. F. Ashby
Vice President

Attest:

/s/ A. M. Gottschald

NORTHERN PACIFIC RAILWAY COMPANY

By /s/ H. E. Stenus
Vice President

Attest:

/s/ F. L. Pochzold
Secretary

GREAT NORTHERN RAILWAY COMPANY

By /s/ C. O. Jenks
Vice President

Attest:

/s/ T. M. Burtness

HENRY A. SCANDRETT, WALTER J.
CUMMINGS and GEORGE I. HAIGHT
Trustees of the property of the
Chicago, Milwaukee, St. Paul and
Pacific Railroad Company

UNITED STATES OF AMERICA

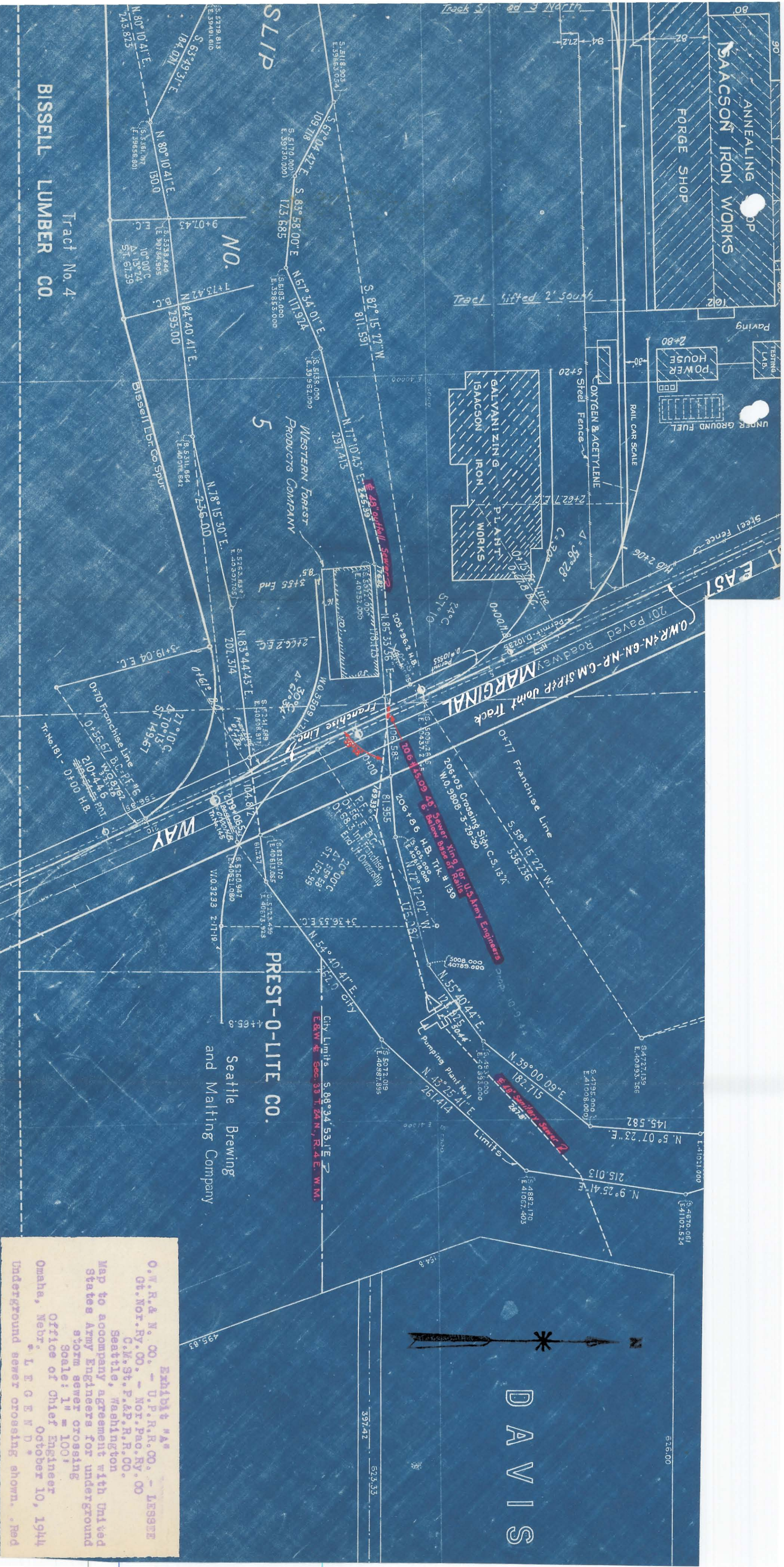


Exhibit "A"
O.W.R. & N. CO. - U.P.R.R. CO. - LESSEE
Ct. Nor. Ry. Co. - Nor. Pac. Ry. Co.
C.M. St. P. & P.R.R. CO.
Seattle, Washington
Map to accompany agreement with United
States Army Engineers for underground
storm sewer crossing
Scale: 1" = 100'
Office of Chief Engineer
October 10, 1944
L E G E N D
Underground sewer crossing shown. Red